

FS Agreement No.
Cooperator Tax ID No.
Cooperator Agreement No.

04-MU-1102

9/26/07

EXAMPLE
MEMORANDUM OF UNDERSTANDING
BETWEEN
City and County of Santa Barbara
AND
UNITED STATES DEPARTMENT OF AGRICULTURE
FOREST SERVICE
Los Padres Forest / Region 5

This MEMORANDUM OF UNDERSTANDING is hereby made and entered into by and between the City of Santa Barbara and the County of Santa Barbara, hereinafter referred to as the City and County, and United States Department of Agriculture Forest Service, Los Padres National Forest / Region 5, hereinafter referred to as Forest Service.

A. PURPOSE:

B. STATEMENT OF MUTUAL BENEFIT AND INTERESTS:

C. FOREST SERVICE SHALL:

- 1.
- 2.

D. SHALL:

- 1.
- 2.

E. IT IS MUTUALLY UNDERSTOOD AND AGREED BY AND BETWEEN THE PARTIES THAT:

1. FREEDOM OF INFORMATION ACT (FOIA). Any information furnished to the Forest Service under this instrument is subject to the Freedom of Information Act (5 U.S.C. 552).
2. PARTICIPATION IN SIMILAR ACTIVITIES. This instrument in no way restricts the Forest Service or the Cooperator(s) from participating in similar activities with other public or private agencies, organizations, and individuals.

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3. COMMENCEMENT/EXPIRATION/TERMINATION. This MOU takes effect upon the signature of the Forest Service and _____ and shall remain in effect for _____ from the date of execution. This MOU may be extended or amended upon written request of either the Forest Service or _____ and the subsequent written concurrence of the other(s). Either the Forest Service or _____ may terminate this MOU with a 60-day written notice to the other(s).
4. RESPONSIBILITIES OF PARTIES. The Forest Service and _____ and their respective agencies and office will handle their own activities and utilize their own resources, including the expenditure of their own funds, in pursuing these objectives. Each party will carry out its separate activities in a coordinated and mutually beneficial manner.
5. PRINCIPAL CONTACTS. The principal contacts for this instrument are:

Forest Service Project Contact

Cooperator Project Contact

Phone:

Phone:

FAX:

FAX:

E-Mail:

E-Mail:

Forest Service Administrative Contact

Cooperator Administrative Contact

Phone:

Phone:

FAX:

FAX:

E-Mail:

E-Mail:

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6. NON-FUND OBLIGATING DOCUMENT. Nothing in this MOU shall obligate either the Forest Service or _____ to obligate or transfer any funds. Specific work projects or activities that involve the transfer of funds, services, or property among the various agencies and offices of the Forest Service and _____ will require execution of separate agreements and be contingent upon the availability of appropriated funds. Such activities must be independently authorized by appropriate statutory authority. This MOU does not provide such authority. Negotiation, execution, and administration of each such agreement must comply with all applicable statutes and regulations.
7. ESTABLISHMENT OF RESPONSIBILITY. This MOU is not intended to, and does not create, any right, benefit, or trust responsibility, substantive or procedural, enforceable at law or equity, by a party against the United States, its agencies, its officers, or any person.
8. AUTHORIZED REPRESENTATIVES. By signature below, the cooperator certifies that the individuals listed in this document as representatives of the cooperator are authorized to act in their respective areas for matters related to this agreement.

THE PARTIES HERETO have executed this instrument.

USDA FOREST SERVICE

DATE

DATE

The authority and format of this instrument has been reviewed and approved for signature.

DATE

FS Agreements Coordinator